

11480
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LAURA JOHNSON,
4801 Woodbriar Ct
Midlothian, VA 23112
Plaintiff

19 3737

v.

THE HARTFORD LIFE AND
ACCIDENT INSURANCE
COMPANY
1515 Market Street
Philadelphia, PA 19102
Defendant

: NO.: _____

FILED

AUG 19 2019

By KATE BARKMAN, Clerk
Dep. Clerk

COMPLAINT

NOW COMES, the Plaintiff, Laura Johnson, by and through her Counsel, Pond, Lehocky, Stern & Giordano, P.C., and hereby complains of the above referenced Defendant, The Hartford Life and Accident Insurance Company, (hereinafter referred to as "The Hartford"), as follows:

I. STATEMENT OF JURISDICTION:

1. Jurisdiction is conferred upon this Honorable Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1332(e). This Honorable Court has jurisdiction over all issues raising a federal question and this instant matter involves a disability policy issued to the Claimant through her Employer, thus it is governed by the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. § 1011, et seq.

2. All acts and occurrences material to the instant causes of action occurred within the jurisdictional boundaries of this Honorable Court as the denial of the claim was sent to the Claimant and received at 2005 Market Street, Philadelphia, PA.

II. FACTS:

3. The Plaintiff, Laura Johnson, is an adult and competent individual with a physical address of 4801 Woodbriar Ct., Midlothian, VA 23112.

4. The Defendant, The Hartford, under information and belief, is a business entity with a place of business located at 1515 Market Street, Philadelphia, 19102 with a corporate headquarters 1 Hartford Plaza, Hartford, CT 06155.

5. The Hartford is a business entity, which issues disability insurance policies which are governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

6. On a date certain, The Hartford, issued a policy providing disability insurance benefits under policy number GLT681086 to the Plaintiff through the Plaintiff's employer, Amazon.Com Services, Inc.

7. The policy of insurance aforementioned provided for an employee benefit plan as defined and covered under the terms of ERISA.

8. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

9. At all times material and relevant hereto, the Plaintiff performed all

obligations required of her under said contract of insurance.

10. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan provided by The Hartford to the Plaintiff's employer through policy number GLT675443.

11. On a date certain, the Plaintiff filed an application for long term disability benefits with The Hartford.

12. The Hartford notified the Plaintiff that her claim was denied and that she was not entitled to benefits as her disability was excluded under the pre-existing conditions clause to the policy.

13. The Plaintiff filed an administrative appeal and submitted additional medical records and opinions of her treating doctors in support of her claim.

14. By correspondence dated July 15, 2019, the Hartford denied the Plaintiff's administrative appeal and informed her of her right to bring a civil action disputing the adverse benefit decision.

15. The Hartford abused its discretion and acted in a manner serving only its own business interest when it denied the Plaintiff's claim for disability benefits.

16. The actions of the Hartford in denying the Plaintiff's claim for disability insurance benefits was arbitrary, capricious and made in violation of 29 U.S.C. §1001, et seq.

17. The actions of the Hartford in denying the Plaintiff's claim for disability

insurance benefits are contrary to the language of the policy in question.

18. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as she has satisfied through medical evidence that she meets the definition of disability under the policy of insurance.

19. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

20. As a direct and proximate result of the actions of the Hartford as herein above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

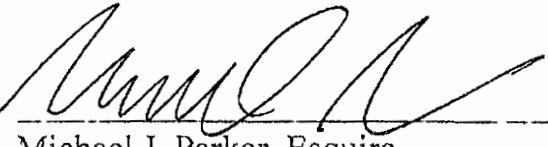
21. As a direct and proximate result of the actions of the Hartford, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff from September 27, 2018 to the present and continuing into the future.

WHEREFORE, the Plaintiff, Laura Johnson, respectfully requests that judgment be entered against Aetna as follows:

1. Ordering Aetna to pay to the Plaintiff, Laura Johnson, long term disability insurance benefits from September 27, 2018 to the present and continuing into the future as provided for in the policy of insurance;
2. Awarding the Plaintiff, Laura Johnson, prejudgment interest on the

- award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
 4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY: 
Michael J. Parker, Esquire

Pond, Lehocky, Stern & Giordano, P.C.
One Commerce Square
2005 Market Street
18th Floor
Philadelphia, PA 19103
(215)568-7500

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

19 3737

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 4801 WOODBRIAR CT, MIDLOTHIAN, VA 23112

Address of Defendant: 1515 MARKET STREET, PHILADELPHIA, PA 19102

Place of Accident, Incident or Transaction: 2005 MARKET STREET, PHILADELPHIA, PA 19103

RELATED CASE, IF ANY:

Case Number N/A Judge N/A Date Terminated _____

Civil cases are deemed related when Yes is answered to any of the following questions

- | | | | |
|---|---|------------------------------|--|
| 1 | Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2 | Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3 | Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4 | Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 08/14/2019

93024

Attorney-at-Law / Pro Se Plaintiff_____
Attorney I.D. # (if applicable)

CIVIL. (Place a ✓ in one category only)

A. Federal Question Cases.

- 1 Indemnity Contract, Marine Contract, and All Other Contracts
- 2 FELA
- 3 Jones Act-Personal Injury
- 4 Antitrust
- 5 Patent
- 6 Labor-Management Relations
- 7 Civil Rights
- 8 Habeas Corpus
- 9 Securities Act(s) Cases
- 10 Social Security Review Cases
- 11 All other Federal Question Cases
(Please specify) ERISA

B. Diversity Jurisdiction Cases.

- 1 Insurance Contract and Other Contracts
- 2 Airplane Personal Injury
- 3 Assault, Defamation
- 4 Marine Personal Injury
- 5 Motor Vehicle Personal Injury
- 6 Other Personal Injury (Please specify).
- 7 Products Liability
- 8 Products Liability - Asbestos
- 9 All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, MICHAEL J. PARKER, counsel of record or pro se plaintiff, do hereby certify

Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs.

Relief other than monetary damages is sought.

DATE 08/14/2019

93024

Attorney-at-Law / Pro Se Plaintiff_____
Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LAURA JOHNSON, :
Plaintiff :
v.

THE HARTFORD LIFE AND :
ACCIDENT INSURANCE COMPANY :
Defendant : NO :

19 3737

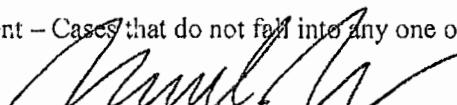
CASE MANAGEMENT TRACK DESIGNATION FORM

In accordance with the Civil Justice Expense and delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See §1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the Plaintiff and all other parties, a Case Management Track Description Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255 ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2 ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

8/14/19
Date


Michael J. Parker

Attorney-at-law


Laura Johnson

Attorney For Plaintiff

215-568-7500
Telephone

215-586-3174
FAX number

Mparker@disabilityjustice.com
E-Mail Address